



APPENDIX G NON-CONVERSION AGREEMENT



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NONCONVERSION AGREEMENT FOR CERTAIN STRUCTURES IN THE FLOODPLAIN

Whereas, Permit # _____ has been issued to construct, improve, or repair the property at _____ [address] ("Property") within the Metropolitan Government of Nashville and Davidson County, Tennessee, and

Whereas, Declarant, Property owner ("Owner"), is lawfully seized of the Property and possessed of said land in fee simple and has good right to make the following declarations and covenants, and

Whereas, the permitted building on the Property has the lowest floor elevated above the base flood elevation plus 4 feet and the design and construction of the building meets current building code and flood damage prevention ordinance requirements, and

Whereas, as a condition of a Use and Occupancy Certificate Owner must agree to not alter the building at a later date so as to violate the building code or flood damage prevention ordinance requirements,

Now, therefore, the undersigned Owner of said Property hereby agrees to the following:

1. That the enclosed area below the lowest floor shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the flood damage prevention ordinance in effect at the time of conversion.
2. That all interior walls, ceilings, and floors below the base flood elevation shall be unfinished or constructed of flood-resistant materials.
3. That mechanical, electrical, or plumbing devices that service the building shall not be installed below the base flood elevation plus 1 foot.
4. That the openings in the walls of the enclosed area below the lowest floor shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
5. That any variation in construction beyond what is permitted shall constitute a violation of this agreement and Sections 5.5.4 and 5.5.5 of the Stormwater Management Manual and Article V of Chapter 17.36 of the Metropolitan Code of Laws.
6. That the owner and subsequent owners understand that the Metropolitan Government of Nashville and Davidson County, Tennessee, has a right to inspect inside the premises at any time to verify compliance with this agreement.



7. That this Agreement shall be recorded with the deed to the above property so that subsequent owners are made aware of these restrictions.
8. This document was prepared by _____.

Signature of Property Owner

Printed name: _____

Date: _____

Witness

Printed name: _____

Date: _____

This space reserved for deed recording notations.



WITNESS my/our hand(s), this ____ day of _____, 20__.

Declarant

Declarant

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Before me, _____, a Notary Public of the State and County
aforesaid, personally appeared _____
with whom I am personally acquainted, and who, upon oath, acknowledged _____
to be _____
the within named bargainer(s), _____ and that _____, as
such _____
being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 20__.

_____, Notary Public

My Commission Expires _____.



FOR GOVERNMENT USE ONLY

I, _____, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original documents executed and authenticated according to law as of _____.

Date

This instrument has been reviewed and approved by the Metro Water, Property Services.

Signature

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned, a notary for this County and State, _____, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____
Notary's Seal